

EXHIBIT 28

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

DIGNA RUIZ, on behalf of herself and all others similarly situated,

Plaintiff,

v.

CITIBANK, N.A.,

Defendant.

FREDERICK WINFIELD, et al.,

Civ. No.: 10-cv-5950 (JGK) (MHD)

Plaintiff,

v.

CITIBANK, N.A.,

Defendant.

DECLARATION OF SHAVONN V. HANDY

I, Shavonn V. Handy, upon personal knowledge and under penalty of perjury, declare as follows:

1. I am a resident of the State of Georgia
2. I was a full-time employee of Citibank, N.A. ("Citibank") in the position of Personal Banker from September 2006 to December 2007 at the Citibank branch office located at 701 Old Country Road, Garden City, New York.
3. As a Personal Banker, I sold Citibank's financial products and services to new and existing consumer clients. These financial products included checking and savings accounts, loans, lines of credit, and insurance. I serviced clients by generally servicing their accounts and

answering their questions. In addition, I was responsible for assisting the tellers in opening and closing activities and end of day reporting for the branch.

4. I generated new business by making sales calls to prospective and existing customers, participating in marketing events and campaigns, traveling to various branches to sell Citibank product and helping other employees at the branch to identify referral opportunities. I traveled to retail employers work sites such as Bloomingdale's and Walmart promoting "Citi at Work" and opened new checking and savings accounts. I traveled to Citi Financial branches to open new checking and savings accounts.

5. Citibank defined how much each financial product was worth in terms of "sales credits." Citibank then set monthly "sales goals" for all Personal Bankers, which were the minimum number of sales credits we had to earn in a month.

6. If we did not meet our sales goals in a given month, we would be put on probation and then terminated if the goals were not met during the probationary period.

7. I was paid on an hourly basis for the entirety of the time I was employed as a Personal Banker by Citibank.

8. From the very beginning of my employment at Citibank, I learned from my branch manager (Carol Harper) that overtime was not permitted.

9. I frequently worked over 40 hours per week because I could not meet my sales goals and the other demands of my job within a forty-hour work week. I had to start before and stay beyond my scheduled work hours.

10. I (along with other Personal Bankers) would have regular meetings in the morning (before the branch opened) and in the evenings (after the branch closed), and were instructed by our branch manager not to record the time as overtime.

11. I was asked on many occasions to change my time on my time sheets by the branch manager so overtime was not reflected.

12. After I learned about the overtime policy, I generally did not record overtime on my timesheets, and was not paid for my overtime hours.

13. The timekeeping system at Citibank permitted changes to be made to timesheets after the time was entered. If I did submit overtime hours, my branch manager would sometimes alter the timesheet to show fewer hours than I originally submitted.

14. I know my branch manager knew about the time I worked after and before my shift because they saw me working at those times.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on: 29 day of April, 2011



SHAVONN V. HANDY